



Code of Practice



Atlantic

Atlantic is a part of the “3 Net Media Group” of companies

Code of Practice regarding complaint Handling and Dispute

Introduction to Atlantic

Atlantic is an independent company that delivers telephone, data, mobile and Internet services to customers throughout the UK, including Northern Ireland.

The purpose of this code of practice is to provide our residential and small business customers with a clear overview about our products, services and customer care policies including, amongst other things, our policies in relation to handling complaints and resolving disputes. A small business is any business which has 10 or fewer employees.

Nothing in this Code affects your rights under the law, nor is this Code a contract between you and Atlantic. If you would like to obtain additional copies of this Code, or a copy in larger print or Braille, please let us know. Our contact details are set out below.

How to contact us:

We have provided our contact details below, should you need to contact Atlantic. From 9:00am until 6:00pm Monday to Friday. You can contact us by telephone, facsimile or email using the details below. For our Total Care Customers, calls made outside of these hours will be taken by our out of hours call centre and responded to the next Working Day.

Address: Atlantic, Unit 1 Silver Birch Business Park, Aston road, Bromsgrove, B60 3EU

Customer Services Telephone Number (Atlantic): 0333 321 0333

Customer Services Facsimile: 0333 321 3209

Customer Services Email (Atlantic): care@atlanticplc.co.uk

Website: www.atlanticplc.co.uk

Other Useful Contact Information

Our Compliance Manager is accountable for ensuring that we and our agents observe this code, and is also responsible for handling any complaints in relation to this code. You can contact our Compliance Manager in the following ways:-

Address:

The Compliance Manager
Atlantic
Unit 1 Silver Birch Business Park
Aston Road
Bromsgrove
B60 3EU

Email: compliance@atlanticplc.co.uk

Telephone: 0333 321 3327

Facsimile: 0333 321 3209

Our Commitment to You

Atlantic is committed to providing you with the highest quality of service. Our company delivers a wide range of telecommunications services to customers and we make every reasonable effort to supply our services to satisfy your requirements.

Sales and Marketing Practice

We are committed to providing responsible sales and marketing practices which comply with industry guidelines. We aim to keep our advertising and promotional materials clear, accurate and unambiguous in respect of service information and pricing and we will respect your rights not to receive any direct marketing where you have registered with a relevant preference service, such as the Telephone Preference Service. More details can be found on our sales and marketing practices in our separate Sales and Marketing Code of Practice.

Our Services

We offer a range of telephony services to residential and small business customers. These services include:-

- Line rental
- Outbound calls
- Carrier pre-selection (CPS) which enables us, as your pre-selected call carrier, to route your telephone calls and bill you for them instead of BT
- Broadband internet access
- Web Site Design and Hosting
- Mobile Service Provider
- Systems

We use the telecoms networks of BT Wholesale and Openreach, who are a part of BT Group plc, and Opal Telecom Limited, who are part of The Carphone Warehouse Group plc to provide our services.

Further details about our products and services can be found on our website: www.atlanticplc.co.uk

Ordering a new service or Transferring to Atlantic

To order any of our services please call Customer Services Team on 0333 321 0333.

We do business on our Contract Terms and Conditions, a copy of which is available on request from our Customer Services Team or via our website: www.atlanticplc.co.uk

We will endeavour to provide our telephone service within 21 days of your original order however this is subject to the availability of service and line(s) at your premises. If there are special circumstances such as the need to install additional cabling we will advise you of the revised timescales.

Moving Home or Office

If you are moving business or home please call our customer services team on 0333 321 0333 at least 28 days before you move so that we can make the appropriate arrangements. If there are special circumstances regarding the move we will advise you of the revised timescales. It is important to let us know when you are moving to ensure that you are not charged for calls made from your old address once you have moved. You will remain responsible for any calls made until the point of notification. A final bill will be sent to your new address once you have moved.

Repairs

If you are renting your phone line from us and you experience a fault, please call our fault repair service on 0333 321 3430 or alternatively you can contact them by email at care@atlanticplc.co.uk. We will arrange for a BT Openreach engineer to attend to the fault as soon as possible. If you have an Atlantic line, repairing faults on our network is part of the maintenance cover we provide with our service. If the

fault is not on our network or if you have a BT line, we may not be responsible for its repair. Please note that charges will apply if the fault is due to your own equipment rather than the line or the network.

We operate 3 types of fault care level through Openreach, and they are as follows:

Standard Care

This allows faults to be reported by us to Openreach, Monday to Friday during the hours of 9am and 5pm, Openreach give a 2 day response time, but will not give a time for repair.

Prompt Care

This allows faults to be reported by us to Openreach, Monday to Friday during the hours of 9am till 5pm and Saturdays 9am till 6pm, Openreach give a 2 day response time, but will not give a time for repair.

Total Care

This allows faults to be reported by us Openreach, 365 days a year 24 hours per day, Openreach provide a 4 hour response time to diagnose the fault, and then 2 day minimum repair time. You will be provided an out of hour's number for this service.

Cancellation

You may cancel your order with us to provide telephone services, without charge or other penalty, at anytime within 10 working days of the Order being placed. Once we have started the provision of our service to you, we will notify you of the "Switch Over" date by letter following receipt of your order. The switch over date is the date on which we start providing the service to you, and this will be at least 10 working days from the date of your order.

You may notify us of your wish to cancel, as set out above, by writing to us, or telephoning us using the contact details in the "How to Contact Us section". After the 10 working days, termination charges may apply if you terminate without cause before the end of any minimum contract term you have agreed to. Details of such termination charges are set out in the Contract Terms and Conditions.

Minimum Contract Term

The minimum contract term for our business customers is 36 months. When your minimum contract term has expired, the contract will automatically renew for further 12 month periods, early termination charges may apply if you terminate without cause during the Minimum Contract Term. You may terminate the agreement without charge by giving us 3 months' notice in writing, provided that such notice expires no earlier than expiry of the minimum contract term or any subsequent anniversary of the same.

Billing

Our practice is to bill you quarterly in advance for any line rental or packages and monthly in arrears for any call charges. Your first bill will be issued about two weeks from when we start providing our services to you and then at about the same time of the month in subsequent months. Payment should be made by Direct Debit, unless we agree otherwise with you. A payment processing fee of £4.00 plus VAT will be applied to any invoices not paid by direct debit. Direct Debit transfers are protected by the safeguards of the Banks you have complete peace of mind regarding the accuracy of your payment. If an error is made you will receive a full and immediate refund to your account.

Itemised bills can be provided for an additional £2.00 plus VAT. We can also provide this in an electronic format by email if required. Please contact the Customer Service Team for more information.

Online Billing

This free, efficient service offers a fast and simple way to view and access your account with us. The online billing system gives you instant access to your invoices from us. If you would like to discuss online billing, please call Customer Services on 0333 321 0333 or register via our website at www.atlanticplc.co.uk. When you register you will need to refer to a recent copy of your Atlantic invoice.

Information relating to our pricing tariffs is in our price list which can be found on our website at www.atlanticplc.co.uk

We will notify you in writing of any increase in our prices which affect you at least 30 days before the increases are due to take effect. If we do not hear from you to the contrary within 30 days you will have been deemed to have accepted the increase as notified.

Should you have difficulty paying your bill, please contact us so that we can arrange a suitable alternative method of payment.

Please do not cancel your direct debit, as this will need to be in place for future payment collections.

Where a direct debit is unpaid due to insufficient funds or cancellation of the direct debit instruction, a £25 administration charge may be included on your next monthly bill, to cover our bank charges and administration.

We also charge a further £15 per line for every barring facility needing to be initiated on your line due to non payment.

We will not disconnect you from our service unless payment is defaulted on, a direct debit is not in place to allow us to collect future payments (unless we have agreed this with you) or you are otherwise in breach of the Contract Terms and Conditions, and we have the right to suspend our services to you or terminate our contract with you.

Further reasons for which we may disconnect your service are give in our Contract Terms and Conditions, a copy of which is available from our Customer Services Team or via our website www.atlanticplc.co.uk

Complaint Procedure

Should you have a complaint about our service, in the first instance please contact our Customer Support Team on 0333 321 0333, alternatively you may write to us with your complaint to the address given in the "How to Contact Us" section of this Code. All complaints are treated very seriously and we operate the following complaints procedure in order to resolve issues as quickly as possible to everyone's satisfaction.

Our Customer Service Advisors will try their best to resolve the problem while you are still on the line, but if this is not possible, they will agree a course of action with you. If you are not happy with the way your complaint has been handled by a Customer Service Advisor, please ask to speak to the Manager of the Customer Support Team who will endeavour to resolve your complaint.

In the event that we cannot resolve an outstanding issue/dispute or we have reached a deadlock situation, or the issue has been outstanding for 8 weeks, you may then go through our alternative resolution scheme detailed below.

Atlantic is a member of the Telecoms Ombudsman 'Otelo' who are an Ofcom recognised organisation and whose purpose is to resolve such situations. If Otelo decides your complaint is justified, we will honour this decision and put things right for you. Otelo provides an independent dispute resolution procedure for customers who remain dissatisfied with the final outcome of their complaints.

Otelo can be contacted at:

PO Box 730
Warrington

WA4 6WU
London

Telephone: 0845 050 1614

Fax: 0845 050 1615

Website: www.otelo.org.uk

Our services are regulated by the Office of Communications (Ofcom). If you wish to contact Ofcom their contact details are below.

Ofcom
Ofcom Contact Centre
Riverside House
2a Southwark Bridge Road
London
SE1 9HA

Telephone: 0845 456 3000

Website: www.ofcom.org.uk

Your Personal Information

We collect and store the personal information you give us for the purposes of providing our services to you, informing you of any changes to our service from time to time and for administration and billing purposes. We do not pass any of your personal data to third parties for direct marketing purposes but from time to time we may send you information about our own products and services which we think might be of interest to you, unless you have asked us not to.

We do not store or process any information on you when it is no longer required by us for the purposes above. You have the right under the Data Protection Act 1998 to request in writing from us details of the information we hold and why we hold it. Any information which is found to be incorrect or incomplete will be corrected promptly. We may charge a small fee for providing such information.

Social Responsibility

Malicious calls cause annoyance, inconvenience and a great deal of anxiety. Atlantic views this problem very seriously and works closely with the BT nuisance call bureau, the police and others in the Telecoms industry to tackle it. Should you experience malicious or nuisance calls please call our customer services team on 0333 321 0333 for information on how to deal with the situation.

Services for customers who are older or who may have a disability

We are committed to helping our customers to communicate easily, if you have difficulties reading your bill we can arrange for copies of the bills in large print, audiotape or Braille.

This Code of Practice does not affect in any way your legal rights as a customer, nor does it form part of any contract between you and us